

## Standard Conditions of Hire

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

### 1. Supervision

The Hirer shall, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

**Teenage Parties (18 years and under)** It is regretted that the following additional conditions are required for Teenage Parties. We appreciate that for most clients these will be redundant; we are keen to make the Hall available to all, but past experience has dictated that additional safeguards are required:

- No alcohol is to be brought into or consumed in the Hall or Hall grounds unless previously agreed with the Hall Committee
- There must be two responsible adults (over 25) for every 20 teenagers present throughout the party
- One of these adults (normally the adult signing the booking form) is to sign a declaration of responsibility on behalf of all supervisors before the preparations for the party
- Avon and Somerset Constabulary will be notified of the event and officers may attend at any time during the hire of the hall
- The returnable deposit paid on signing the booking form will be at the higher level of £200
- Bookings for such events will be accepted only after personal meetings with the responsible adults making the booking.

### 2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### 3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### 4. Licences

The Hirer must ensure that the Village Hall holds licences cover the activities during the hire. No alcohol is to be brought into or consumed in the Hall or Hall grounds unless previously agreed with the Hall Committee. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence.

The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Para 2.3 of the booking form confirms that the Hall has a PRSL for copyright music. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Times for which the activity is licensed
a. The performance of plays	YES	8am to 12 Midnight
b. The exhibition of films	YES	8am to 12 Midnight
c. Indoor sporting events	YES	8am to 12 Midnight
d. Boxing or wrestling entertainment	NO	N/A
e. The performance of live music	YES	8am to 12 Midnight
f. The playing of recorded music	YES	8am to 12 Midnight
g. The performance of dance	YES	8am to 12 Midnight
h. Entertainments similar to those in a - g	YES	8am to 12 Midnight
i. Making music	YES	8am to 12 Midnight
j. Dancing	YES	8am to 12 Midnight
k. Entertainment similar to those in 1 - j	YES	8am to 12 Midnight
l. The provision of hot food/drink after 11 pm ,	NO	N/A
m. The sale of alcohol ** ^	YES	8am to 12 Midnight

**NB. On New Year's Eve the above hours are extended until 1am the following morning**

**5. Public Safety Compliance** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- (a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the fire Brigade and evacuating the hall.
  - The location and use of fire equipment.
    - Escape routes and the need to keep them clear.
    - Method of operation of escape door fastenings.
    - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (b) In advance of an entertainment or play the Hirer shall check the following items:
- That all fire exits are unlocked and panic bolts in good working order.
  - That all escape routes are free of obstruction and can be safely used.
  - That any fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no obvious fire hazards on the premises.

**6. Means of Escape**

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be fumed on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

**7. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

## 8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

## 9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

## 10. Indemnity

(a) The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

## 11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as possible** and complete the relevant section in the Village Hall's accident book. Any failure or malfunction of equipment or electrical sockets belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). A First Aid Kit and Accident Book are located in the Kitchen.

## 12. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- (c) Use of fireworks is not allowed.

## 13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

**15. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

**16. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy on request.

**17. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**18. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in Village Hall Information Sheet 34.

**19. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **20. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

## **21. Rubbish**

**Hirers must remove all rubbish, including foodstuffs, from the premises.**

## **21. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

## **22. Stored Equipment**

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## **23. No Alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

## **24. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**Williams Hal! Stoke St Gregory  
Fire Risk Assessment Appendix 3**

**FIRE NOTICES FOR HIRERS**

The following is an extract from the "notices to hirers" which all hirers sign as having read and accepted.

**Fire Precautions**

- There is no telephone in the hall. Hirers must ensure that they have an operational mobile phone by which they can contact the emergency services.
- The post code and OS grid reference of the hall are: TA3 6HA and ST 348 274
- No smoking is permitted in any part of the hall.
- Any electrical equipment brought into the hall must be in good working order and have been checked by a competent person.
- Teenagers 18 and under are not allowed to be in the hall unless in the presence of the required number of responsible adults.
- All rubbish and refuse must be removed by hirers on vacating the hall after an event.
- Barbecues must have prior explicit permission and must not be positioned within 5 metres of the building.
- Use of any naked flame (eg candles) must have prior explicit permission, and then only in solid non-flammable containers.
- We do not allow any Fireworks inside or outside the building.
- No soft furnishings or decorations are permitted near the heaters and light fittings.
- regular and occasional hirers must ensure that everyone in the hall is aware of the location of the emergency exits, fire extinguishers and procedures to be followed in an emergency. An "announcement" suitable for use at the outset of an event or meeting is at the end of this notice.
- All doors and windows are to be kept in the closed position unless otherwise required for ventilation or access.
- No furniture or other obstacle is to be positioned so as to obstruct any doorway.
- Users are to record numbers attending, to be checked at the event of emergency evacuation.

Additional notes for Workmen & Contractors:

- All employees and sub-contractors are to be briefed on their fire risk responsibilities and requirements.
- Flammable materials are not to be stored in the hall overnight unless positively agreed by the caretaker or other hall key-holder.
- All rubbish and refuse must be removed at the end of each working day.

Additional notes for regular user groups:

- It is suggested that the "Fire Precautions Announcement" be read at regular intervals during the year, and that elementary fire evacuation drills be carried out as they deem necessary.

### **Emergency/Fire Evacuation**

The following procedure is to be followed by the persons responsible for an event on discovering a fire that cannot be brought under immediate control using the fire fighting equipment in the hall.

- Alert everyone within earshot
- Operate the nearest fire call point
- Evacuate the building using all main and emergency exits,
- Do not stop to collect personal belongings.
- If safety permits close all windows before evacuating a room
- If safety permits check that there is no one in the toilets
- » If safety permits the last person out of a room must close the door
- Call the Fire Brigade. The address of the hall is:

Dark Lane, Stoke St Gregory TA3 8HA

The Ordnance Survey reference is ST 348274

- Report to the Assembly Point - the footpath area at the entrance to the hall grounds in Dark Lane.

### **Fire Precautions Announcement**

In the event of a fire the building is to be evacuated as quickly as possible.

Do not delay to collect personal belongings

Leave by the nearest exit or emergency exit (indicate).

All are clearly marked (indicate)

All exit doors are fitted with quick release lever locks. These open by simply pressing down on the lever.

Once outside the building proceed to the assembly point which is the pavement area at the hall entrance on Dark Lane.